



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

John Wicker, Director

Norma E. Garcia, Chief Deputy Director

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

March 05, 2019

31 March 12, 2019

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

**TRANSFER OF A PORTION OF DEANE DANA FRIENDSHIP PARK
TO THE CITY OF LOS ANGELES
AND ACCEPT AN ACCESS EASEMENT
FROM THE CITY OF LOS ANGELES OVER TRANSFERRED PORTION
(SUPERVISORIAL DISTRICT 4) (5 VOTES)**

SUBJECT

Approval of the recommended actions will transfer approximately 9.76 acres of park property from Deane Dana Friendship Park from the County of Los Angeles to the City of Los Angeles, to be used for City park purposes; and convey an access easement over the transferred park property to the County.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed park property transfer categorically exempt from the California Environmental Quality Act for the reasons stated herein and the reasons reflected in the record of the project.
2. Find that the 9.76-acre portion of Deane Dana Friendship Park is local in character pursuant to Government Code section 25550.5.
3. Approve the gratis transfer of the County's right, title and interest in the portion of Deane Dana Friendship to the City of Los Angeles pursuant to Government Code section 25550.5 and instruct the Chair to execute a Quitclaim Deed and Park Property Transfer Agreement, in substantial conformance with the attached Exhibits A and C, respectively.

4. Direct and authorize the Chief Executive Officer, or her designee, to accept an access easement, in substantial conformance with the attached Exhibit B, granted to the County by the City of Los Angeles.
5. Authorize the Director of the Department of Parks and Recreation, or his designee, and the Chief Executive Officer, or her designee, to execute any other documents necessary to complete the Park Property transfer and easement conveyance, and any amendments, upon approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the proposed property transfer exempt from the California Environmental Quality Act (CEQA) and authorize the County of Los Angeles (County) to transfer an approximately 9.76-acre portion (Park Property) of Deane Dana Friendship Park (Park), located in the City of Los Angeles (City), to the City; and the City's conveyance of an access easement (easement) to the County over the transferred Park Property.

Friendship Park is located within the San Pedro community of the City and is operated and maintained by the County's Department of Parks and Recreation (Department). On December 6, 1988, the Board approved a 25-year lease agreement with the City to develop, maintain and operate two soccer fields on the 9.76-acre portion of the Park along Cumbre Drive. After the lease's expiration, the City requested that the County transfer the Park Property to the City for continued use for municipal recreation and park purposes. After evaluating the City's proposal to transfer the Park Property, the Department agreed to pursue the transfer. The Park Property is currently subject to a one-year license agreement between the County and City.

The City of Los Angeles has owned and operated the 14-acre Martin J. Bogdanovich Recreation Center, located at 1920 Cumbre Drive, San Pedro, CA 90732, which adjoins and is surrounded by the County's Friendship Park. The City acquired the land in 1958 and since that time, the Martin J. Bogdanovich Recreation Center has provided local municipal recreation services to the surrounding City of Los Angeles communities. This city park has direct access to Cumbre Drive.

Additionally, for over 31 years, the Department has had an agreement with the City Department of Recreation and Parks to lease, improve, operate, maintain and program a 9.76-acre portion of Friendship Park that adjoins Martin J. Bogdanovich Recreation Center. Through a lease with the County, the City constructed the soccer fields in the late 1980's, and this 9.76-acre area has been integrated with the City's municipal recreation services as an amenity for Martin J. Bogdanovich Recreation Center's operations. The City recently requested to transfer this Park Property to incorporate the soccer fields and the attendant municipal recreation services into the adjoining Martin J. Bogdanovich Recreation Center.

In the past, the County has traditionally supported the role of cities to provide local park and recreational programming within municipal boundaries. In some cases, the County has transferred portions of County-owned parks within incorporated jurisdictions to the enable cities to operate local parks as part of their municipal services.

The City Department of Recreation and Parks, through the authority of the Board of Recreation and Parks Commissioners, approved the City's acceptance of the Park Property transfer on January 16, 2019.

The Park Property includes a maintenance road over which the County requires continued access. The Park Property Transfer Agreement is subject to the City granting an easement to the County for this maintenance road, and the County accepting the easement for park maintenance purposes.

Implementation of Strategic Plan Goals

The recommended actions will further the Countywide Strategic Plan Goal of Supporting the Wellness of our Communities (Goal II.2) by providing quality regional public works infrastructure and land development services to County residents and our communities. Transferring this parcel to the City allows the County to meet an identified public infrastructure need and supports the provision of local park amenities for the incorporated community in which the park is located.

FISCAL IMPACT/FINANCING

The acquisition of the Park Property by the City will eliminate the County's obligation for maintenance and operation costs in addition to further County exposure to liability.

Operating Budget Impact

There is no impact to the Department's operating budget. The City is currently responsible for the maintenance of the aforementioned Park Property, through license agreement #001073. Upon transfer, the City will retain this responsibility.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The transfer of the Park Property to the City is authorized by Government Code section 25550.5. Pursuant to this section, upon unanimous vote by the Board, the County may convey County park property located in a city upon finding that the property is local in character. Furthermore, the property may be conveyed without consideration if the city agrees to maintain the property as a public park for the benefit and use of all residents of the County. As the portion of the Park to be transferred to the City has been utilized by the City for a number of years through its soccer programs, the Park Property has become associated with the City and therefore local in character. In addition, the City has agreed to maintain the Park Property as a public park for the benefit and use of all residents of the County. This is reflected in the Park Property Transfer Agreement with the City and Quitclaim Deed.

As required by Government Code section 65402, notification of the proposed transfer was submitted to the City's Department of Planning, which has jurisdiction for determining conformance with the adopted general plan. No objection to this transfer was received within 40 days after the notification was provided.

In 1970, the County granted a license and parking permit to Benevolent Protective Order of the Elks No. 966 to enter the Park Property and utilize the parking lot and driveway which is located on a portion of the Park Property. The proposed transfer of the Park Property is subject to the County's policy of a 30-day written notification to be sent to the Benevolent Protective Order of the Elks No. 966 canceling their license and parking permit.

The City also acknowledges that it is acquiring property that may be within or is located within the vicinity of a historical and archeological resource and agrees to accept any obligations associated therewith.

The City shall assume all claims, liabilities, obligations, and duties under the provisions of Land Water and Conservation Fund (LWCF) grant agreement 06-00746 and State Grant project number NE-19-007. The City also acknowledges that the County may not be aware of some funding grants that are applicable to the Park Property, and it is the City's obligation to conduct its own due diligence with respect to all applicable grants. The City agrees to be subject to any and all grants applicable to the Park Property and shall assume all claims, liabilities, obligations, and duties of such grants.

County Counsel has reviewed the Park Property Transfer Agreement, Quitclaim Deed and Access Easement related to the proposed conveyance and has approved them as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed transfer of Park Property to the City is categorically exempt from CEQA. The transfer, which consists of approximately 9.76 acres of a portion of the Park, is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in section 15325 (f) of the State CEQA Guidelines and Class 25 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the project consists of acquisition, sale or other transfer to preserve open space or lands for park purposes.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will have no impact on current services, as the Park Property will continue to be maintained and operated as a local public park following the transfer of ownership from the County to the City.

CONCLUSION

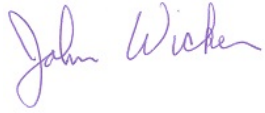
Please instruct the Executive Officer-Clerk of the Board to return two executed original copies of the Park Property Transfer Agreement, Quitclaim Deed and Access Easement, certified copies of the Minute Order, and the adopted, stamped Board letter to both the Department of Parks and Recreation and to CEO Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing.

The Honorable Board of Supervisors

3/5/2019

Page 5

Respectfully submitted,



JOHN WICKER

Director

JW:NEG:AB:KK:LB:nh

Enclosures

c: Auditor-Controller
Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Parks and Recreation

**PARK PROPERTY TRANSFER AGREEMENT BY AND BETWEEN
THE CITY OF LOS ANGELES AND
THE COUNTY OF LOS ANGELES**

The City of Los Angeles ("City") and the County of Los Angeles ("County") hereby enter into this Park Property Transfer Agreement ("Agreement") as of the 12 day of March, 2019, pursuant to Government Code section 25550.5 for the following purpose with reference to the following facts:

RECITALS:

- A. County is the owner in fee of Deane Dana Friendship Park ("Park"), located at 1805 W. Ninth St., San Pedro CA 90732.
- B. The real property that is the subject of this Agreement is a 9.76-acre area within City of Los Angeles at the Park's southeast boundary ("Property"), legally described in Exhibit A-1 and depicted in Exhibit Map "A-2" and incorporated herein:
- C. City desires the Property for public park and recreational purposes, and the County is willing to quitclaim its interest in the Property, subject to the terms and conditions contained in this Agreement, and the Quitclaim Deed ("Deed") attached as Exhibit A and incorporated herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and subject to the terms, covenants and conditions herein set forth, City and County do hereby agree as follows:

1. Title. City understands that the Property is being transferred without any warranty regarding the condition of title to the Property. City accepts all matters of record and understands that County will not provide a policy of title insurance and makes no representations or warranties as to condition of title. County recommends that City retain, at City's sole cost and expense, a licensed title company to issue a policy of title insurance.
2. Consideration. Both City and County mutually agree that consideration given by City for County releasing its interest in the Property is City's agreement to develop, use and maintain the property for public park and recreational purposes for the benefit and use of all residents of the County and the City conveying an easement over the Property as provided in Section 7.
3. General Plan Conformity. In accordance with California Government Code Section 65402, the City and County's planning agencies have considered the location, purpose, and extent of the Property's acquisition and disposition,

78935

respectively, and its conformity with each jurisdiction's General Plan, and have reported said conformity therewith.

4. Condition of Property. City acknowledges that City is acquiring the Property “as is,” solely in reliance on City’s own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by County or County’s agents. Any information given or disclosure made to City by County or County’s agents concerning the Property shall not constitute a representation or warranty made by County. City has been given the full opportunity to inspect the Property prior to execution of this Agreement. City shall assume the cost and expense for any investigation and remediation of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property. City also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property and City agrees to accept the Property in said condition. City also acknowledges that City is acquiring property that may be within or within the vicinity of a historical and archeological resource and agrees to accept any obligations associated therewith.
5. Grants. City shall assume all claims, liabilities, obligations, and duties under the provisions of Land Water and Conservation Fund (LWCF) grant agreement 06-00746, State Grant project number NE-19-007. City also acknowledges that County may not be aware of all grants that are applicable to the Property, and it is City's obligation to conduct its own due diligence with respect to applicable grants. City agrees to be subject to any and all grants applicable to the Property and shall assume all claims, liabilities, obligations, and duties of such grants.
6. Costs. All costs and expenses, excluding County’s expenses to prepare, negotiate, execute and implement this Agreement, related to the transaction contemplated by this Agreement shall be paid by City, including the costs for surveying and preparing a legal description and map of the Property, setting any monuments, and obtaining a title insurance policy.
7. Conveyance. County shall convey the Property to City by Quitclaim Deed subject to: a) All taxes, interest, penalties and assessments of record assessed but not yet due, if any; b) covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any; c) the express condition that the Property shall be used for public park and recreation purposes only, in perpetuity; d) the express condition that the Property shall be for the benefit and use of all residents of the County of Los Angeles and there shall be no discrimination against or preference, gratuity, bonus or other benefit given residents of City not equally accorded to residents of Los Angeles County; and e) City grants to the County an access easement (“Easement”) attached as an Exhibit B, legally described in Exhibit B-1 and depicted in Exhibit Map B-2 and incorporated herein.

8. Recording. County shall prepare the Deed releasing County's right, title and interest in and to the Property unto the City subject to the conveyance provisions in Term 7 above and Term 10 below. Upon execution of this Agreement, City shall promptly provide County with City's certificate or resolution of acceptance pursuant to Government Code section 27281, in order for County to cause the Deed to be recorded in the official records of the Los Angeles County Recorder. City hereby represents to County that the Deed attached hereto as an Exhibit A is sufficient to release County's interest in the Property described thereon. City hereby represents to County that Easement attached hereto as Exhibit B is sufficient to record an Easement. The Deed and Easement shall be recorded concurrently.
9. Delivery of Deed and Easement. County shall transmit to City a copy of the Deed and Easement stamped by the Recorder, the originals of which shall be mailed to the City by the Recorder at the address for notice to City pursuant to Section 15 hereof.
10. Mineral Rights. County reserves to itself and excepts from the conveyance contemplated herein all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of 500 feet, measured vertically, from the surface of the Property.
11. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from County to City upon recordation of the Deed, except risk and/or liability resulting from or associated with mineral rights reservation (Section 10 - Mineral Rights).
12. Brokerage Commission. City and County hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with the transaction contemplated by this Agreement. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.
13. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreement made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.
14. Assignment. City shall not assign or attempt to assign this Agreement or any rights hereunder, to any person or entity without the County's prior written consent. Any such assignment or purported assignment without the County's prior written consent shall be null and void, and of no force and effect whatsoever.

15. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested or by Express Mail or Federal Express to the following address:

To County: County of Los Angeles, Parks and Recreation Department
Planning and Development Agency
1000 South Fremont Avenue, Unit # 40
Alhambra, California 91803
Attention: Kathline J. King, Chief of Planning Division

To City: City of Los Angeles
Department of Recreation and Parks
Planning, Construction and Maintenance Branch
221 North Figueroa Street, Suite 400
Los Angeles, California 90012
Attention: Cid Macaraeg, Director of Real Estate and Assets

Notice shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following the deposit of the same with a carrier as specified above. Notice of change of address shall be given by written notice in the same manner detailed in this paragraph.

16. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced. Notwithstanding the above, in the event the portion of the agreement declared to be invalid, illegal or unenforceable substantially affects the benefit of the bargain derived by either party as a result of entering into this Agreement, then the parties shall cooperate to rewrite such portion of the Agreement so as to comply with existing law and to preserve the original intent of the portion(s) of the Agreement deemed unenforceable; provided that any rewritten provision must be agreed upon by both parties.
17. Binding on Successors. Subject to the limitations set forth herein, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.
18. California Law. This Agreement shall be construed in accordance with the internal laws of the State of California.

19. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.
20. No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, base upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.
21. Indemnification. City shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the active negligence or willful misconduct of the County Indemnitees. The County shall indemnify, defend and hold harmless the City, its employees, Boards, Agents, Departments, and volunteers ("City Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the active negligence or willful misconduct of the City Indemnitees. The terms of this paragraph survive the termination of this Agreement.
22. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both City and County.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized officials, as of the day and year first written above.

CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners

APPROVED AS TO FORM:

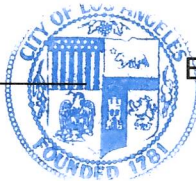
Date: 2-28-19
Michael N. Feuer, City Attorney.

By: [Signature]
Deputy City Attorney

By: [Signature]
PRESIDENT

ATTEST:

Date: 5/13/2019
HOLLY WOLCOTT, City Clerk



By: [Signature]
SECRETARY

By: [Signature]
DEPUTY CITY CLERK
C-133168



ATTEST:

CELIA ZAVALA
Executive Officer-Clerk of the
Board of Supervisors

COUNTY OF LOS ANGELES
A body politic and corporate

By: [Signature]
Chair, Board of Supervisors
County of Los Angeles

By: [Signature]
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

31

MAR 12 2019

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

By: [Signature]
Casey Yourn
Senior Deputy County Counsel

[Signature]
CELIA ZAVALA
EXECUTIVE OFFICER

CELIA ZAVALA
Executive Officer
Clerk of the Board of Supervisors

By: [Signature]
Deputy

Exhibits:

1. Exhibit A-1: Legal Description for Property
2. Exhibit Map A-2: Map for Property
3. Exhibit A: Quitclaim Deed
4. Exhibit B: Access Easement
5. Exhibit B-1: Legal Description for Access Easement
6. Exhibit Map B-2: Map for Access Easement

Exhibit A-1

LEGAL DESCRIPTION

That portion of Lot III of the Subdivision of Lot "M" of original partition of the Rancho Los Palos Verdes, in the City of Los Angeles, County of Los Angeles, State of California as per Licensed Surveyor's map filed in Book 1 Page 47 of Record of Surveys in the office of the County Recorder of said county, bounded and described as follows:

Beginning at the intersection of that certain former boundary line of the City of Los Angeles established July 23, 1919 by Ordinance No. 39084 (new series) of said city with the southerly line of said Lot III; thence along said boundary line North 0°25'24" East, for purposes of this description, a distance of 946.00 feet to a point in the northerly line of a parcel of land described in the Resolution No. 2825 of the City of Los Angeles recorded on November 12, 1958 as Instrument No. 1767 in said County Recorder's office; thence along the easterly prolongation of said northerly line South 89°34'40" East 26.34 feet to the existing westerly line of that paved portion of the access road to Bogdanovich Park from Friendship Park; thence along said westerly line, North 35°33'42" East 44.08 feet to the southerly line of that paved portion of Friendship Park Drive, said point being the beginning of a non-tangent curve, concave northeasterly and having a radius of 190.60 feet, a radial line through said curve beginning bears South 24°24'51" West; thence easterly along said curve through a central angle of 16°11'59" an arc length of 53.89 feet; thence South 11°16'02" West, 284.45 feet to the beginning of a non-tangent curve concave easterly and having a radius of 108.28 feet, a radial line through last said beginning point bears North 85°38'00" West; thence southerly along last said curve through a central angle of 30°43'36" an arc length of 58.07 feet to the beginning of a non-tangent curve concave northerly and having a radius of 42.98 feet, a radial line through last said beginning point bears South 54°39'48" West; thence southeasterly and easterly along last said curve through a central angle of 55°44'56" an arc length of 41.82 feet; thence North 81°22'26" East, 160.13 feet; thence North 3°53'37" West, 19.77 feet; thence North 86°15'13" East, 65.79 feet; thence South 5°00'46" East, 17.18 feet; thence North 66°36'44" East, 236.19 feet; thence South 35°02'30" East 206.80 feet to the northwesterly line of parcel of land described in the Grant Deed to San Pedro Lodge No. 966, Benevolent and Protective Order of Elks recorded August 13, 1959 as Instrument No. 161 of Official Records in said County Recorder's office ; thence along the northwesterly, southwesterly and westerly lines of said parcel through three following courses: South 54°57'30" West, 224.59 feet; South 35°02'30" East, 360.00 feet; South 0°25'20" West, 149.65 feet to said southerly line of said Lot III; thence along said southerly line North 89°34'40" West, 683.03 feet to the point of beginning.

SUBJECT TO covenants, conditions, restrictions, exceptions, reservations, easements, rights and right of way of record.

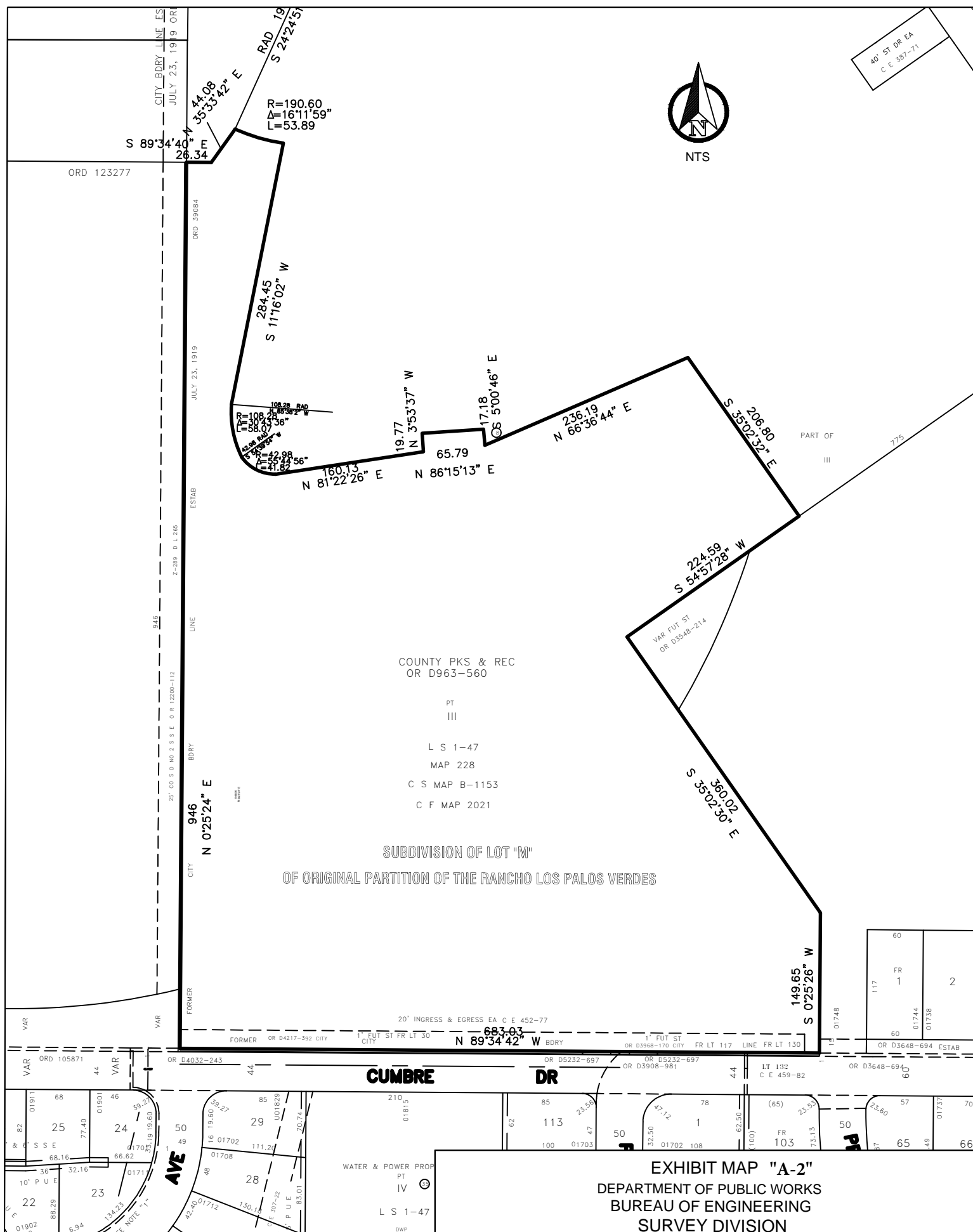
Containing: 425,168 square feet or 9.76 acres

ALL AS SHOWN ON EXHIBIT MAP ATTACHED HERETO AND BY THIS REFERENCE MADE A PART THEREOF.

Q:/Bogdanovich/Legal Revised 2-2-2016



[Handwritten signature]
2/2/16



**QUITCLAIM DEED- COUNTY OF LOS ANGELES
TO CITY OF LOS ANGELES**

RECORDING REQUESTED BY	*
County of Los Angeles	*
AND MAIL TO	*
City of Los Angeles	*
Department of Recreation and Parks	*
Planning, Construction and	*
Maintenance Branch	*
221 North Figueroa Street, Suite 400	*
Los Angeles, California 90012	*
Attention: Mr. Cid Macaraeg,	*
Director of Real Estate and Assets,	*



_____ Space above this line for Recorder's use _____

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

TAX PARCELS: 7560-028-900 (PORTION)

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES**, a body corporate and politic ("County"), on a gratis basis, and in exchange for Grantee's agreement to comply with the provisions outlined in section a, b, c and d below, does hereby surrender, quitclaim and release to:

CITY OF LOS ANGELES ("Grantee")

all of the County's right, title and interest in and to the described real property, ("Property") reserving to the County all rights to oil, gas, minerals, and other hydrocarbon substances in and under the Property below a depth of 500 feet, measured vertically from the surface of the Property, without the right of surface entry.

The Property is located in the City of Los Angeles, County of Los Angeles, State of California, and is further legally described in Exhibit A-1 and depicted in Exhibit Map A-2 and incorporated herein.

SUBJECT TO AND GRANTEE TO ASSUME:

- a. All taxes, interest, penalties and assessments of record, if any;
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any;
- c. The obligation that the Property shall be for the benefit and use of all residents of the County of Los Angeles and there shall be no discrimination against or preference, gratuity, bonus or other benefit given residents of City of Los Angeles not equally accorded to residents of the County of Los Angeles; and
- d. The obligation that the Grantee operate and maintain the Property solely for public park and recreational purposes in perpetuity.

Dated March 12, 2019

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By Janice Hahn
Janice Hahn
Chairwoman, Board of Supervisors

ATTEST: CELIA ZAVALA
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By Debra Ruiz, Deputy



STATE OF CALIFORNIA))
COUNTY OF LOS ANGELES) ss.
)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this 12th day of March, 2019, the facsimile signature of JANICE HAHN, Chair, Board of Supervisors, Los Angeles County was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

CELIA ZAVALA, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By Danilo Ruiz

APPROVED AS TO FORM: **DEPUTY**

MARY C. WICKHAM
County Counsel

By: Casey Yourn
Senior Deputy



Exhibits:

1. Exhibit A-1: Legal Description for Property
2. Exhibit Map A-2: -Map for Property

Exhibit A-1

LEGAL DESCRIPTION

That portion of Lot III of the Subdivision of Lot "M" of original partition of the Rancho Los Palos Verdes, in the City of Los Angeles, County of Los Angeles, State of California as per Licensed Surveyor's map filed in Book 1 Page 47 of Record of Surveys in the office of the County Recorder of said county, bounded and described as follows:

Beginning at the intersection of that certain former boundary line of the City of Los Angeles established July 23, 1919 by Ordinance No. 39084 (new series) of said city with the southerly line of said Lot III; thence along said boundary line North 0°25'24" East, for purposes of this description, a distance of 946.00 feet to a point in the northerly line of a parcel of land described in the Resolution No. 2825 of the City of Los Angeles recorded on November 12, 1958 as Instrument No. 1767 in said County Recorder's office; thence along the easterly prolongation of said northerly line South 89°34'40" East 26.34 feet to the existing westerly line of that paved portion of the access road to Bogdanovich Park from Friendship Park; thence along said westerly line, North 35°33'42" East 44.08 feet to the southerly line of that paved portion of Friendship Park Drive, said point being the beginning of a non-tangent curve, concave northeasterly and having a radius of 190.60 feet, a radial line through said curve beginning bears South 24°24'51" West; thence easterly along said curve through a central angle of 16°11'59" an arc length of 53.89 feet; thence South 11°16'02" West, 284.45 feet to the beginning of a non-tangent curve concave easterly and having a radius of 108.28 feet, a radial line through last said beginning point bears North 85°38'00" West; thence southerly along last said curve through a central angle of 30°43'36" an arc length of 58.07 feet to the beginning of a non-tangent curve concave northerly and having a radius of 42.98 feet, a radial line through last said beginning point bears South 54°39'48" West; thence southeasterly and easterly along last said curve through a central angle of 55°44'56" an arc length of 41.82 feet; thence North 81°22'26" East, 160.13 feet; thence North 3°53'37" West, 19.77 feet; thence North 86°15'13" East, 65.79 feet; thence South 5°00'46" East, 17.18 feet; thence North 66°36'44" East, 236.19 feet; thence South 35°02'30" East 206.80 feet to the northwesterly line of parcel of land described in the Grant Deed to San Pedro Lodge No. 966, Benevolent and Protective Order of Elks recorded August 13, 1959 as Instrument No. 161 of Official Records in said County Recorder's office ; thence along the northwesterly, southwesterly and westerly lines of said parcel through three following courses: South 54°57'30" West, 224.59 feet; South 35°02'30" East, 360.00 feet; South 0°25'20" West, 149.65 feet to said southerly line of said Lot III; thence along said southerly line North 89°34'40" West, 683.03 feet to the point of beginning.

SUBJECT TO covenants, conditions, restrictions, exceptions, reservations, easements, rights and right of way of record.

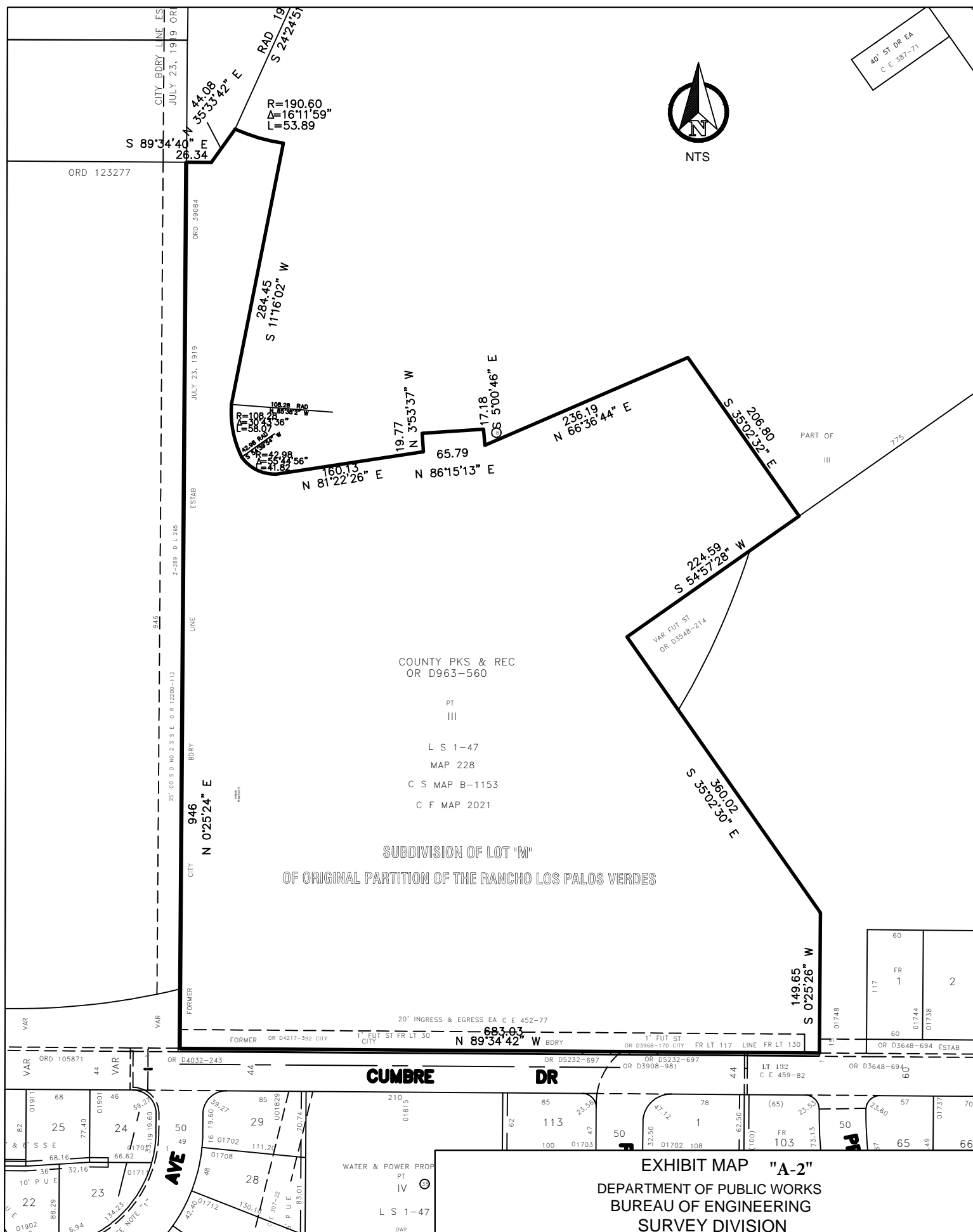
Containing: 425,168 square feet or 9.76 acres

ALL AS SHOWN ON EXHIBIT MAP ATTACHED HERETO AND BY THIS REFERENCE MADE A PART THEREOF.

Q:/Bogdanovich/Legal Revised 2-2-2016



[Handwritten signature]
2/2/16



RECORDING REQUESTED BY:
County of Los Angeles
AND MAIL TO:
City of Los Angeles
Department of Recreation and Parks
Planning, Construction and Maintenance Branch
221 North Figueroa Street, Suite 400
Los Angeles, CA 90012
Attn: Mr. Cid Macaraeg,
Director of Real Estate and Assets

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_____. Space above this line for Recorder's use _____

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE
THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE
AND TAXATION CODE

ASSESSOR'S PARCEL NUMBER: 7560-028-900 (PORTION)

ACCESS EASEMENT

For valuable consideration, the receipt of which is hereby acknowledged, **City of Los Angeles ("Grantor")** does hereby grant to the **County of Los Angeles, a body corporate and politic, ("Grantee")** a non-exclusive easement (the "Access Easement") for ingress and egress purposes only in and across the parcels of real property in the City of Los Angeles, County of Los Angeles, State of California, legally described in the attached Exhibit B-1 ("Property"), and depicted in Exhibit Map B-2 and incorporated herein.

The foregoing grant is subject to all matters of record and to the following reservations and conditions to which Grantor and Grantee by the conveyance and acceptance of this Access Easement agree to keep and perform:


- a. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- b. Grantee shall have the right to ingress and egress in, on, over and across the Property. With this transfer, Grantee intends to retain access to an existing park and continued access to that portions of Friendship Park for maintenance purposes.
- c. Grantor shall indemnify, defend and hold harmless the Grantee, its Special Districts, elected and appointed officers, employees, agents and volunteers ("Grantee Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Access Easement, except for such loss or damage arising from the active negligence or willful misconduct of the City Indemnitees.
- d. The Grantee shall indemnify, defend and hold harmless the Grantor, its employees, agents and volunteers ("Grantor Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Access Easement, except for such loss or damage arising from

the active negligence or willful misconduct of the Grantor Indemnitees.

- e. Under no circumstances is Grantor permitted to park or store vehicles or personal property within the Access Easement.
- f. Grantor shall be responsible for maintaining, repairing, replacing, and improving the Access Easement in perpetuity. Should Grantor fail to do so in a reasonable amount of time, Grantee may perform any of said activities at Grantor's sole cost and expense to be reimbursed to Grantee by Grantor in a timely manner.
- g. The provisions and conditions contained in the Access Easement shall run with the land and be binding upon Grantor, Grantee, and their agents, successors and assigns.

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

GRANTOR:

By:  Date: 5/8/19
Sylvia Patsaouras, President

By:  Harold Arrivillaga for Date: 5/9/19
Iris L. Davis, Secretary

Exhibit B-1

The Access Easement Area is described on the legal description attached hereto.

LEGAL DESCRIPTION

That portion of Lot III of the Subdivision of Lot "M" of original partition of the Rancho Los Palos Verdes, in the City of Los Angeles, County of Los Angeles, State of California as per Licensed Surveyor's map filed in Book 1 Page 47 of Record of Surveys in the office of the County Recorder of said county, bounded and described as follows:

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Containing: 26,035 square feet or 0.60 acres

ALL SHOWN HATCHED ON THE EXHIBIT MAP ATTACHED HERETO AND BY THIS REFERENCE MADE A PART THEREOF.

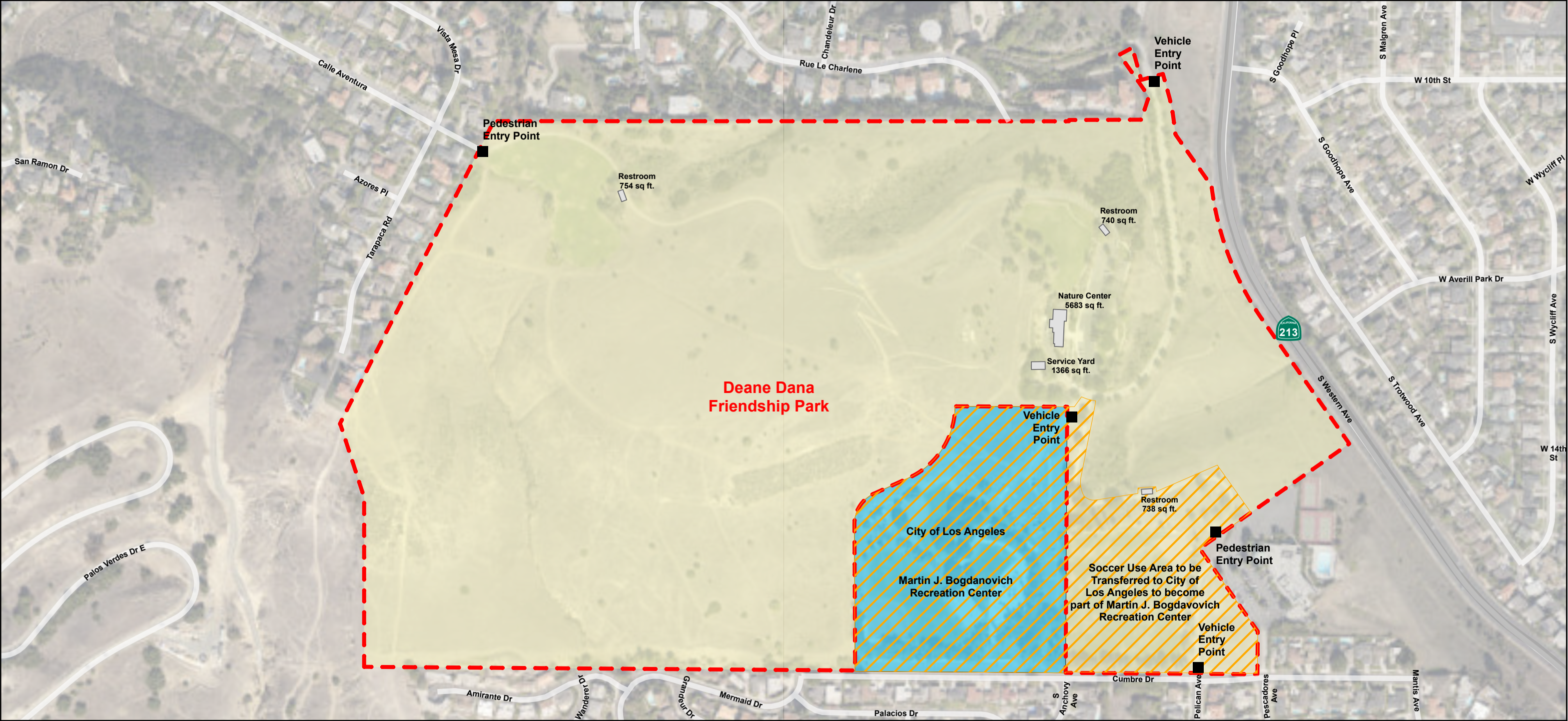
Q:/Friendship Park County Area/Legal Desc 5-5-2017



Exhibit Map B-2

The Access Easement Area is shown and depicted on the diagram attached hereto.

Deane Dana Friendship Park Transfer Project



1 inch = 342 feet

Map prepared on February 11, 2019

- Entry Point
- Existing Indoor Structure
- ▬ County Park Boundary
- Bogdanovich Recreation Center
- ▬ Bogdanovich Recreation Center Use Area



0 300 600 Feet

County of Los Angeles
Department of Parks and Recreation
Planning and Development Agency

